



# CITY ADMINISTRATION COMMITTEE

Date: October 17, 2018  
Time: 5:30 PM  
Location: Common Council Chambers, 3<sup>rd</sup>  
Floor, City Hall

## AGENDA ITEMS

Item	Voting Item?	Presenter(s)	Time Allotted
1. Call to Order	No	Chair, Deb Mohlenhoff	15 Mins*
1.1 Agenda Review			
1.2 Review and Approval of Minutes Approval of September 2018 Minutes	Yes	*Note: We will review the number of cards received at the beginning of each meeting and adjust time if needed.	
1.3 Statements from the Public			
1.4 Council's Response			
2. Consent			
2.1 W&S – Agreement between NYSEG and IAWWTF	Yes		5 Mins
2.2 W&S - IAWWTF Grit Removal Project			
2.3 DPW – NYSDOT Local Pedestrian Safety Action Plan			
2.4 Atty - Easement for 606 Madison Street - Ordinance			
3. City Administration, Human Resources and Policy			
4. Finance, Budget and Appropriations			
4.1 Establishment of a Permit Fee for Intercity Buses	Yes	Ari Lavine, City Attorney	10 Mins
4.2 Disbursement from Active Firemen's Relief Fund	Yes		10 Mins
5. Budget Process		All	5 Mins
6. Meeting Wrap-Up	No	All	5 Mins
6.1 Announcements			
6.2 Next Meeting Date: <b>Monday, November 19, 2018</b> <b>Please note change in day/date</b>			
6.3 Review Agenda Items for Next Meeting			
6.4 Adjourn			

If you have a disability that will require special arrangements to be made for you to fully participate in the meeting, please contact the City Clerk at 274-6570 at least 48 hours before the meeting.

Out of consideration for the health of other individuals, please refrain from using perfume/cologne and other scented personal care products at City of Ithaca meetings. Thank you for your cooperation and understanding.

## **2. Consent**

### **.1 Storage System (BTM) Agreement Between NYSEG and Ithaca Area Wastewater Treatment Plant**

WHEREAS, New York State Gas and Electric (NYSEG) is sponsoring a Behind the Meter (BTM) Battery Storage System Demonstration Program through May 1, 2021, and

WHEREAS, NYSEG is seeking to conduct this demonstration program at various Commercial and Industrial sites meeting specific power usage and site location requirements in NYSEG's "Energy Smart Community," and

WHEREAS, eligible Customers who participate in the program will help NYSEG test new ways to make the electric grid more flexible and to include more renewable energy sources into the existing system, and

WHEREAS, the Ithaca Area Wastewater Treatment Facility (IAWWTF) was determined to be an eligible Customer after a preliminary review which included an inspection of the premises and a review of historical electricity usage data by NYSEG, and

WHEREAS, NYSEG desires to enter into an agreement with the IAWWTF for a BTM program, and

WHEREAS, the conditions of the agreement provide a no cost to Customer BTM on the premises, and

WHEREAS, the agreement provides the IAWWTF with guaranteed electricity bill savings, increased control over energy usage, and increased sustainability, and

WHEREAS, the agreement projects a net electrical savings to the IAWWTF of \$459.56 per month with a guaranteed net savings of at least 7%, and

WHEREAS, after a two year trial period, the IAWWTF will have the opportunity to purchase the battery from NYSEG, renewing the subscription agreement, or discontinuing the participation in the program, and

WHEREAS, the Special Joint Subcommittee (SJC) recommended the approval of said contract at its regular meeting of September 19, 2018; now therefore be it

**RESOLVED**, That Common Council authorizes a no cost BTM Demonstration Agreement between the IAWWTF and NYSEG, and be it further

**RESOLVED**, That the terms of the agreement will be from the Effective Date of signature through May 1, 2021.

**BEHIND THE METER BATTERY STORAGE SYSTEM (BTM)  
DEMONSTRATION PROGRAM PRELIMINARY AGREEMENT**

This BTM Demonstration Program Preliminary Agreement (“Preliminary Agreement”) made and entered into as of \_\_\_\_\_ (the “Effective Date”) by and between New York State Electric and Gas Corporation (“NYSEG”) and the following customer (“Customer”) (collectively, “the Parties”):

Name of Customer \_\_\_\_\_

Address \_\_\_\_\_ Address of Battery Installation \_\_\_\_\_

City and State \_\_\_\_\_ City and State \_\_\_\_\_

NYSEG Account Number \_\_\_\_\_

NYSEG Meter Number \_\_\_\_\_

1. Subject.

Subject to the terms and conditions contained in this Preliminary Agreement, Customer agrees to provide NYSEG or its approved contractor with information and access to the location set forth above (the “Premises”) for the purpose of assessing Customer’s eligibility to participate in NYSEG’s BTM Demonstration Program (hereafter the “Demonstration Program”). If NYSEG determines the Customer is eligible to participate, and Customer agrees to enroll in the Demonstration Program, NYSEG shall supply the Customer with a Battery Storage System and associated components (hereafter, such Battery, its components and any and all replacements of the foregoing are together referred to as the “BSS”). NYSEG or its approved contractor(s) shall install the BSS at the Premises at no cost to the Customer.

2. Scope of the Preliminary Agreement and the Customer Agreement.

By signing this Preliminary Agreement, the Customer agrees to provide NYSEG or its approved contractor with information regarding the Customer’s historic electricity usage and reasonable access to the Premises during regular business hours and at a mutually agreeable time for the purpose of assessing, among other things, construction feasibility and potential Customer savings and fees expected to result from the Customer’s participation in the Demonstration Program (“Project Assessment”). If, after conducting the Project Assessment, NYSEG determines the Customer is eligible to enroll in the Demonstration Project, NYSEG shall present the relevant results of the Project Assessment, including the Customer’s estimated monthly savings and fees, in a form identical or closely similar to the Customer Agreement, a template of which attached hereto as **Exhibit “1”**. The Customer Agreement incorporates by reference all terms and conditions contained in the Preliminary Agreement. The Preliminary Agreement and the Customer Agreement, mutually signed and executed by the Parties, will hereafter be referred as “the Agreements.”

Neither Party shall be bound to proceed with the installation of the BSS at the Premises, or to otherwise participate with the other in the Demonstration Program, unless and until both Parties have executed this Preliminary Agreement and a version of the Customer Agreement, or a closely similar document, setting forth the Customer’s estimated monthly savings and fees expected to result from the Customer’s participation in the Demonstration Program. Notwithstanding the terms set forth herein, the Customer’s enrollment and participation in the Demonstration Program, pursuant to the terms of the Agreements, is subject to the approval of the New York State Public Service Commission (“PSC”).

3. Installation.

NYSEG or its approved contractor shall install the BSS at the Premises at no cost to the Customer. Such installation shall include all necessary electrical fencing, wiring and other setup work deemed necessary by NYSEG or its approved contractor to operate the BSS for the purpose of the Demonstration Program. The Customer acknowledges and agrees that any cost to install the BSS that is not provided for in the attached Customer Agreement, shall be the sole responsibility of the Customer (*i.e.* landscaping). Following installation of the BSS at the Premises, and unless otherwise agreed to by NYSEG, the Customer shall bear all responsibility and cost for removing the conduit therefrom. Unless otherwise agreed, NYSEG will abandon the conduit in place and restore the affected property to original grade, if applicable. NYSEG shall install the BSS and conduit wiring associated with the BSS on the Premises in accordance with all local, state and federal guidelines and in compliance with NFPA 70- National Electric Code.

4. Term.

The terms of the Agreements shall commence on their respective Effective Dates and continue until May 1, 2021 (the “Terms”). No less than thirty (30) days before May 1, 2021, Customer shall notify NYSEG either of its intent to keep the BSS at the Premises under a new contractual arrangement, or that Customer wishes to have the BSS removed from the Premises. NYSEG shall maintain the discretion to refuse to enter into a new contractual arrangement with the Customer. If there is no new contractual arrangement, NYSEG will remove the BSS from the Premises at no cost to Customer, upon advance notice and at a mutually agreeable time.

NYSEG shall restore the Premises to at least as good a condition as they were in prior to BSS installation. If Customer has failed to give NYSEG notice of its intention with respect to the BSS within thirty (30) days before May 1, 2021, NYSEG reserves the right to (i) automatically re-enroll the Customer in an energy project on similar terms as set forth in the Agreements; or (ii) enter the Premises and remove the BSS at a commercially reasonable and mutually agreeable time. In order to re-enroll the Customer in a new term, NYSEG shall provide Customer with notice of this thirty (30) day deadline at least fifteen (15) and not more than thirty (30) days before the deadline.

Savings will only be guaranteed during the initial Term of the Customer Agreement.

5. Termination.

The Agreements may be terminated by NYSEG: (i) upon a breach by Customer of any other condition of the Agreements to be performed or observed by the Customer, which breach is not cured within ten (10) days of NYSEG's written notice to Customer of the same; (ii) upon the completion of the Demonstration Program, at least thirty (30) days prior written notice of which shall be provided by NYSEG to Customer; or (iii) immediately upon Customer's notification to NYSEG of a sale or transfer of the Premises in accordance with Section 10 hereof.

The Agreements may be terminated by Customer: (i) upon a breach by NYSEG of any condition of the Agreements to be performed or observed by NYSEG, which breach is not cured within ten (10) days of Customer's written notice to NYSEG of the same; or (ii) upon completion of the Demonstration Program, with notice from Customer to NYSEG as provided in this agreement. In addition, Customer may terminate the Agreements without cause upon thirty (30) days prior written notice provided by Customer to NYSEG.

Upon termination of the Agreements as set forth herein, Customer shall provide NYSEG with reasonable access to the Premises during regular business hours at a mutually agreeable time so that NYSEG may take possession of, disconnect and remove the BSS. Customer surrenders any claim or right of action for trespass caused by reason of such entry, disconnection and removal. In the event the Customer elects to terminate the Agreements without cause before May 1, 2021 and have the BSS removed from the Premises or otherwise discontinue participation in the Demonstration Program, Customer shall be subject to an early termination charge, as set forth in the Customer Agreement.

Termination by NYSEG pursuant to this Section shall not constitute a release of Customer from responsibility to pay for damage to the BSS caused by the negligence, recklessness or intentional wrongful acts of Customer or those under its control, nor will it prejudice NYSEG from pursuing any other remedies to which it otherwise might be entitled on account of breach by Customer of the Agreements. Customer shall be liable for all reasonable legal fees and costs incurred by NYSEG in the enforcement of its rights hereunder.

6. Ownership and Operation.

The BSS shall at all times be the sole and exclusive property of NYSEG during the Term. Customer shall have no property interest in the BSS during the Term in accordance with the terms of the Agreements. The BSS shall only be operated in accordance with applicable manufacturer's manual of instructions (the "Instructions"). Without limiting the Customer's other obligations under the Agreements, Customer specifically acknowledges and agrees that:

- Customer shall not operate the BSS for other uses than the purpose of the Demonstration Program during the Term, unless in an emergency or otherwise agreed to in writing by the Parties;
- Customer shall not remove, relocate, tamper with, adjust, make alterations to, or repair the BSS without prior notice to NYSEG;
- Customer shall not damage the BSS or remove or deface the nameplate identifying the BSS as the property of NYSEG;
- Customer shall provide NYSEG or its approved contractor with reasonable access during regular business hours and at a mutually agreeable time to the BSS or any area of the Premises necessary for NYSEG or its approved contractor to read the meter, inspect, repair, maintain or disconnect or remove the BSS, to measure electricity usage by the BSS, or to otherwise enforce its rights under the Agreements;
- NYSEG does not sell lists of its customers, their mail or electronic addresses, or any information that would identify a specific customer. NYSEG will not share such information except as may be required by regulatory or law-enforcement agencies, or as necessary to obtain assistance or direct referrals for customers eligible for special programs such as low-income assistance or energy-efficiency improvements.

Customer hereby acknowledges and agrees that any use of the BSS other than as permitted herein or in contravention of the terms and conditions of use as set forth herein constitutes a misuse of the BSS and a breach of the Agreements.

7. Repairs.

Customer shall provide timely notice to NYSEG in the event that Customer becomes aware the BSS requires any repairs, and NYSEG or its approved representative shall, at its cost and expense, make such required repairs, to the extent repair is necessary; provided, however, that repair costs resulting from Customer's misuse of the BSS shall be Customer's sole and exclusive responsibility. Notwithstanding the foregoing, NYSEG shall have no obligation whatsoever with respect to maintenance and repair of the wiring and conduit installed or connected to the BSS by the Customer or a third-party without NYSEG's express authorization; maintenance and repair of such wiring shall be Customer's sole and exclusive responsibility.

8. Fees & Savings.

Except as provided in the Customer Agreement, attached hereto, the Customer shall be exempted from NYSEG's standard installation and equipment fees with respect to the BSS during the Term. Following NYSEG's completion of the Project Assessment, NYSEG will present an updated version of the attached Customer Agreement detailing the Customer's estimated fees and savings resulting from its participation in the Demonstration Program.

8(a). Subscription Fees – Customer will be charged a Subscription Fee on its monthly bill in connection with its participation in the Demonstration Program. As detailed in the attached Customer Agreement, this monthly Subscription Fee will be more than offset by the decrease in the Customer's monthly "demand charge" as a direct result of the Customer's use of the BSS. NYSEG guarantees that the Customer's monthly demand charge savings will exceed the Customer's monthly Subscription Fee.

8(b). Utility Bills – As part of the Customer's enrollment in the Demonstration Program, NYSEG guarantees the Customer will benefit from lower monthly demand charges. Such guarantee is expressly conditioned on the **Customer providing NYSEG with (30) day written notice** whenever the Customer plans on reducing or increasing its electric load by more than 10% of its maximum demand, which is [REDACTED]. Customers will be given access to a web portal enabling the Customer to compare its monthly demand charge savings from the Demonstration Program with what the Customer's bill would have been had the BSS not been installed.

9. Liability for Damage.

Subject to Section 6, Customer shall be liable for all damage to the BSS caused by Customer's negligence, recklessness or intentional wrongful acts, including but not limited to all damage and injury resulting from Customer's misuse of the BSS, during the term of this Agreement and while it is on the Premises, and shall pay to NYSEG the reasonable value of the BSS or any part thereof that has been so damaged, ordinary wear and tear excepted, within thirty (30) days after NYSEG's written demand therefor.

10. Indemnification.

Each Party shall defend, indemnify and hold the other, and its respective officers, directors, elected officials, employees, agents, affiliates and representatives, harmless from and against all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages or expenses (i) are caused by the Party's own negligent acts, errors or omissions or (ii) arise out of the Party's own breach or non-performance of this Agreement. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the parties, they shall be borne by each party in proportion to such party's negligence.

11. Notices.

Any notices required to be in writing under this Agreement shall be delivered personally, by mail postage prepaid or by overnight courier to the addresses of the parties set forth herein. Any notice so given shall be deemed given on the date delivered. In addition to the foregoing, Customer agrees to notify NYSEG in writing at least thirty (30) days prior to any sale or transfer of the Premises and to notify any prospective purchaser or tenant of the Premises that NYSEG shall retain title to the BSS.

12. Miscellaneous.

The terms of the Preliminary and Customer Agreements embodies the entire agreements and conditions relating to the subject matter hereof. The Agreements may only be amended or modified by an instrument in writing duly executed by the parties hereto. The Agreements shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws principles. The waiver by NYSEG or Customer of a breach or provision of the Agreements shall not operate or be construed as a waiver of any subsequent breach by any of the parties hereto. The Agreements shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Customer understands that the Customer's electric service is provided under NYSEG's Terms and Conditions. NYSEG's Terms and Conditions may be amended from time to time by the PSC, and such amendments will become applicable to the Agreements on the effective date of the amendments. In addition to the foregoing, this Agreement and the Demonstration Program are subject to any and all decisions, orders, rulings, directives or determinations made by the PSC as the PSC may issue from time to time (including but not limited to modifications to or termination of this Agreement and/or the Demonstration Program).

**NOTICE TO CUSTOMER: THIS IS A DEMONSTRATION PROGRAM. YOU ARE NOT BUYING THE BSS PURSUANT TO THIS AGREEMENT. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. YOU ARE ENTITLED TO A COMPLETE COPY OF THIS AGREEMENT WHEN YOU SIGN IT.**

CUSTOMER

New York State Electric and Gas Corporation

\_\_\_\_\_  
Customer's Signature

\_\_\_\_\_  
NYSEG Representative

I have read and understand the terms and conditions of this BTM Battery Storage Demonstration Program Preliminary Agreement. I hereby consent to the use of my historic electricity usage and shall grant NYSEG access to the Premises as described in this Agreement for the purpose of determining my eligibility to participate in the Demonstration Program. I understand that NYSEG maintains sole discretion to determine eligibility for the Demonstration Program based on the results of the Project Assessment, described above.

\_\_\_\_\_  
Owner's Signature

**2. Consent**

**.2 Capital Project Construction Phase for Grit Removal Project, Concrete Restoration Project, Emergency Generator Replacement, and Miscellaneous Plant Improvements at the Ithaca Area Wastewater Facility**

WHEREAS, the Ithaca Area Wastewater Treatment Plant (IAWWTP) is in need of certain Capital Improvements, and

WHEREAS, DPW staff, in association with the Plant’s consulting engineers, GHD, have completed the final drawing, specifications, and Contract bid Documents in accordance with GHD’s letter and Scope of Services Schedule A dated October 9, 2017 Revised Scope of Services and Engineering Fee Grit Removal and Concrete Restoration Project, and

WHEREAS, Capital Project CP #422J has been previously established in the amount of \$434,175 for design of Various Improvements to the IAWWTP, and

WHEREAS, a project cost estimate has been prepared by GHD which includes the following;

Contract 1 - General

Sitework, chemical unloading, vac-truck pad	\$320,000
Concrete Repairs	\$150,000
Influent Building Improvements	\$160,000
Grit System	\$2,160,000
Stair Tower Replacement	\$160,000
Mis (Weirs, scum collectors, gas piping, doors, etc.)	<u>\$1,470,000</u>
<b>Subtotal Contract 1</b>	<b>\$4,420,000</b>

Contract 2 – Electrical

Electrical	\$350,000
Emergency Generator Replacement	\$800,000
Instrumentation & Controls	<u>\$110,000</u>
<b>Subtotal Contract 2</b>	<b>\$1,260,000</b>

Contract 3 – HVAC

HVAC	<u>\$310,000</u>
<b>Subtotal Contract 3</b>	<b>\$310,000</b>

**Project Total Cost** **\$7,190,000**

WHEREAS, the Special Joint Committee (SJC) recommended the approval of said project at its regular meeting of September 19, 2018 be authorized and funded in an amount not to exceed \$7,190,000 for the costs required to construct the Grit Removal and Concrete Restoration project in its entirety; now therefore be it

**RESOLVED**, That Common Council hereby amends Capital Project #422J Various Improvements to the IAWWTP by an amount not to exceed \$7,190,000 for a total project allocation of \$7,624,175, to fund the above stated improvements, and be it further

**RESOLVED**, That Common Council hereby authorizes this project contingent upon action by all wastewater partners committing their percentage of reimbursement shares to the Joint Activity Fund allocated per the Joint Sewer Agreement as follows:

<u>Municipality</u>	<u>Percentage</u>	<u>Project Cost</u>
City of Ithaca	57.14	\$4,108,366
Town of Ithaca	40.88	\$2,939,272
Town of Dryden	1.98	<u>\$142,362</u>
		\$7,190,000





## **Ithaca Area WWTF Grit Removal and Plant Modifications Project**

### **Summary of Proposed Work and Budget**

#### **Project Scope**

As described in the April 2017 Preliminary Design Report, a number of plant upgrades were recommended to improve plant performance and reduce operating costs. A subset of these upgrades were chosen for a first phase of the project to be sent to bid at the end of 2018 and completed in 2019. A description of the major project components and cost estimates follows.

#### **Grit Removal**

The IAWWTF does not have a preliminary grit removal system, resulting in grit accumulation in the influent channels and primary clarifiers which must be manually removed. The grit loading causes additional wear on the primary clarifiers and pumping equipment, incurring avoidable O&M costs. Grit is currently removed from the plant's primary sludge, a less efficient process than removal in a preliminary process. The proposed preliminary grit removal system will be housed in a new addition adjacent to the influent channels. It will remove grit from wastewater before it enters the influent channels and primary clarifiers, reducing wear on plant systems and grit removal maintenance requirements. The existing lime silo room will be demolished and built as a new electrical room to provide power to the grit removal equipment.

#### **Generator Upgrades**

The plant's current generator is rated at 750 KW, which is not sufficient to power plant functions in the case of a loss of electrical service. It was determined that two (2) 1,000 KW generators run in parallel would be capable of providing emergency power to the entire facility.

#### **Miscellaneous Improvements**

- Concrete repairs: Several areas in need of concrete repair were identified by plant staff, including walls near Aeration Tank No. 4, the effluent channel, joints near Final Stealing Tank No. 3, and leaks in gallery concrete panels which allow rainwater intrusion.
- Stair Tower: The stair tower structure (Entrance Structure No. 2) adjacent to the final settling tanks is pulling away from the larger plant superstructure and signs of leaks are evident. The existing concrete tower will be replaced with an enclosed steel frame structure.



- During the course of design, other maintenance required to ensure continued plant performance. The existing digester gas piping is internally corroded which is inhibiting the flow of gas. This biogas piping will be replaced. The existing settling tanks weirs and scum collectors are poor condition and are in need of replacement. There is a safety concern with unstable walkway grating over channels that will be addressed in this project.
- Chemical Unloading and Vac-truck pad. Improvements to the chemical unloading and vac-truck pad locations were identified which would improve safety and decrease staff maintenance effort.

### Project Cost Estimate

Description	Amount
<b>Contract 1 - General</b>	
Sitework, Chemical Unloading, Vac-truck Pad	\$320,000
Concrete Repairs	\$150,000
Influent Building Improvements	\$160,000
Grit System	\$2,160,000
Stair Tower Replacement	\$160,000
Misc (Weirs, scum collectors, gas piping, etc.)	\$1,470,000
<b>Subtotal Contract 1</b>	<b>\$4,420,000</b>
<b>Contract 2 - Electrical</b>	
Electrical	\$350,000
Emergency Generator Replacement	\$800,000
Inst & Control	\$110,000
<b>Subtotal Contract 2</b>	<b>\$1,260,000</b>
<b>Contract 3 - HVAC</b>	
HVAC	\$310,000
<b>Subtotal Contract 3</b>	<b>\$310,000</b>
Subtotal Construction	\$5,990,000
Contingency (10%)	\$600,000
Total Construction	\$6,590,000
Engineering, Testing, Legal, Admin	\$600,000
<b>Total Project Cost</b>	<b>\$7,190,000</b>

## **2. Consent**

### **.3 NYSDOT Local Pedestrian Safety Action Plan**

A resolution authorizing implementation and funding in the first instance 100% of the federal aid-eligible costs and State “Marchiselli” program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the Pedestrian Safety Action Plan, P.I.N. 375650 (the “Project”) is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 100% Federal funds and 0% non-federal funds, and

WHEREAS, the City of Ithaca desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Preliminary Engineering/Design; Right-of Way Incidentals and Acquisition, Construction and Construction Inspection and

WHEREAS, preliminary engineering and design are exempt from further environmental review as Type II actions and the remainder of the project will be subject to environmental review; now, therefore, be it

**RESOLVED**, That the Common Council hereby approves the above-subject project, subject to further environmental review of construction, and be it further

**RESOLVED**, That the Common Council hereby authorizes the City of Ithaca to pay in the first instance 100% of the federal and non-federal share of the cost of Preliminary Engineering/Design, Right of Way Incidentals and Acquisition and Construction/Construction Inspection work for the Project or portions thereof, and be it further

**RESOLVED**, That the sum of \$590,000 is hereby appropriated from the issuance of serial bonds and made available to cover the cost of participation in the above phase of the Project, and be it further

**RESOLVED**, That Common Council hereby creates Capital Project # 852, NYSDOT Local Pedestrian Safety Action Plan, to include the Project costs of \$590,000, and be it further

**RESOLVED**, That in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Common Council of the City of Ithaca shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the NYSDOT thereof, and be it further

**RESOLVED**, That the Mayor of the City of Ithaca be and is hereby authorized to execute all necessary Agreements, and the Superintendent of Public Works is hereby authorized to execute all necessary certifications or reimbursement requests for Federal Aid on behalf of the City of Ithaca with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality’s first instance funding of Project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and be it further

**RESOLVED**, That this project be undertaken with the understanding that the final cost of the Project to the City of Ithaca will be roughly 0% of said portion, currently estimated at \$0 of the \$590,000 authorized for this portion of the project, in monies and in-kind services as managed by the Superintendent of Public Works and monitored by the City Controller, and be it further

**RESOLVED**, That a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and be it further

**RESOLVED**, That this resolution shall take effect immediately.



## CITY OF ITHACA

108 East Green Street, Ithaca, New York 14850-6590

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OFFICE OF THE CITY ENGINEER

Telephone: 607/274-6530

Fax: 607/274-6587

To: Ithaca City Common Council  
From: Eric Hathaway, PE, Transportation Engineer  
Date: October 4, 2018  
Re: Pedestrian Safety Action Plan Grant

Through a competitive application process, the City has received a grant for \$590,000 for pedestrian safety improvements. There is no local match required for these funds; however, the City will be required to pay 100 percent in the first instance.

Due to the types of improvements eligible for this type of funding, the scope of work will primarily focus on pedestrian related traffic signals improvements such as retiming, installation of push buttons and Accessible Pedestrian Signals. The likely schedule will be to accomplish engineering and design in 2019 and 2020 and construction in 2020 and 2021. This project is an excellent opportunity to enhance safety, especially in the downtown core. Thank you for your consideration.

## **2. Consent**

### **.4 Easement for 606 Madison Street**

#### **ORDINANCE \_\_ -2018**

#### **An Ordinance to Authorize Execution of Permanent Easement**

**WHEREAS**, Russell Maines, as representative for the owner of 606 Madison Street in the City of Ithaca (Tax Map Parcel No. 44.-9-14, Sara Cacciotti Komaromi owner of record) hereinafter referred to as “Applicant”, has requested a permanent easement from the City into the adjacent Cascadilla Street right-of-way; and

**WHEREAS**, Applicant requests an easement to permit the following encroachment by the primary structure into the City’s right of way:

An encroachment comprising of 4.125 square feet extending into the right of way for Cascadilla Street, as more specifically shown in the survey map entitled “Survey Map No. 606 Madison Street, City of Ithaca, Tompkins County, New York” prepared by Lee Dresser of T.G. Miller PC on August 9, 2018, and which is hereby incorporated as Exhibit A; and

**WHEREAS**, City Code Section 170-5 vests Common Council with the authority to convey a permanent easement across City property; and

**WHEREAS**, in consideration for the permanent easement, the applicant has agreed to pay \$2,600; and

**WHEREAS**, on October 16, 2018, the Board of Public Works declared the easement area surplus property for municipal purposes and recommended Council’s authorization of the easement request; and

**WHEREAS**, the City Charter requires approval by three-fourths of the Common Council to authorize divestment of real property, and

**WHEREAS**, the City Charter further requires notice of a proposed sale to be published no less than once each week for three weeks, the first such notice being published no less than 30 days prior to the approval vote, and such notices have been published; now, therefore

**BE IT ORDAINED AND ENACTED** by the Common Council of the City of Ithaca as follows:

**Section 1. Legislative Intent and Purpose.** The Common Council makes the following findings of fact:

- A. The above-described easement area is surplus for municipal purposes.
- B. The above consideration is adequate for execution of this permanent easement.

**Section 2. Approval and Execution of Deed.** The Common Council authorizes and directs the Mayor, on the advice of the City Attorney, to execute documents as needed to convey the above-described easement.

**Section 3. Effective Date.** This ordinance shall take effect upon publication.

#### **4. Finance, Budget and Appropriations**

##### **.1 Establishment of a Permit Fee for Intercity Buses**

WHEREAS, Section 346-31 of the City Code, “Buses”, vests the Common Council with sole discretion to issue bus permits for any entity operating “upon, stop[ping] on or stand[ing] on any City street in the corporate limits of the City of Ithaca, ... pick[ing] up or discharg[ing] passengers on any such City street or curb, or any other public property, or at or within 200 feet of any City bus stop in said corporate limits of the City of Ithaca...” and

WHEREAS, Chapter 170, “Use of City Real Property”, authorizes the City to establish permit fees for use of City property; and

WHEREAS, in September 2018, in response to the closure of the West End bus depot, Common Council authorized use of Green Street by intercity bus operations to continue bus service to and from Ithaca, with such use commencing on October 1, 2018; and

WHEREAS, Common Council is interested in establishing a bus permit fee based on a fair rental value for use of Green Street; now therefore be it

**RESOLVED**, That in accordance with Section 346-31 and Chapter 170 of the City Code, the Common Council hereby establishes an Intercity Bus Permit fee of \$20 per arrival/departure from Green Street for occupancy of the right of way for the purposes of operating an intercity bus from Green Street, and be it further

**RESOLVED**, That the above-established fee shall be multiplied by the number of scheduled trips for each Intercity Bus Permittee as submitted to the Transportation Engineer for a one-year period, running through the permit term of April 1 through March 31, and shall be paid prior to the commencement of each annual permit term, and be it further

**RESOLVED**, The Intercity Bus Permit shall be memorialized in a permit agreement, and the Superintendent, upon the advice of the City Attorney, is authorized to issue a revocable permit for use by each Permittee containing standard terms and conditions with regard to waiver of liability, indemnification of the City, and other pertinent matters, and be it further

**RESOLVED**, That the Common Council hereby authorizes the Board of Public Works to modify the above-established Intercity Bus Permit fee from time to time, but retains the sole legislative discretion as to issuance of bus permits, and be it further

**RESOLVED**, That upon City approval, all permittees shall be notified of the applicable fee, and have the opportunity to immediately terminate the Intercity Bus Permit for no cost or remit the applicable fee as calculated from October 1, 2018, and be it further

**RESOLVED**, Common Council hereby revokes any bus permits authorized under Section 346-31 for intercity bus use of Green Street issued prior to September 5, 2018.

**4. Finance, Budget and Appropriations**

**.2 Authorizing Disbursement from Active Firemen’s Relief Fund**

WHEREAS, Section C-94 of the City Charter establishes the Active Firemen’s Relief Fund, from which disbursements of “temporary relief and benefits only, as the Common Council shall determine” may be issued to “sick, indigent or disabled firefighters”, and

WHEREAS, such monies annually deposited into that Fund that are not disbursed in the form of “temporary relief and benefits” are distributed annually to the City’s volunteer fire company, and

WHEREAS, no disbursements in the form of “temporary relief and benefits” have been made from that Fund in many years, and

WHEREAS, Lyman Baker recently served in the capacity of volunteer Fire Police, though he is no longer an active volunteer, and

WHEREAS, Mr. Baker has applied for a disbursement from that Fund; now therefore be it

**RESOLVED**, That the City Controller is authorized to disburse from the Active Firemen’s Relief Fund to Lyman Baker an amount not to exceed \$\_\_\_\_\_.